

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
PROCUREMENT DIVISION**

320 Hospital Drive Ste. 23

Warrenton, Virginia 20186

Phone: (540) 428-8712

Fax: (540) 347-5753

NOTICE OF CONTRACT RENEWAL

1. DATE: May 2, 2002
2. COMMODITY NAME: #2 Heating Oil
3. CONTRACT NUMBER: 43-01smc
4. SUPERCEDES: COG #70002339
5. CONTRACT PERIOD: July 1, 2002 through June 30, 2003
6. RENEWAL OPTIONS: One (1) One Year Term remaining
7. CONTRACTOR: Morgan Oil Corporation (V/N 630866)
Route 622 Whiting Road
Marshall, VA 20116
PH (540) 364-1591 FX (540) 362-1437
8. TERMS: Net 45
9. DELIVERY: Automatic fill or on-call basis
F.O.B. FCG&PS locations
10. RIDER CLAUSE: Attached
11. FOR FURTHER INFORMATION CONTACT: Susan Monaco, CPPB
PH (540) 428-8713
12. NOTICE TO ALL FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOL USING DEPARTMENTS: This contract is the result of a competitive bid program and its use must follow the FCG&PS Procurement Policy/Procedures for the purchase of the commodity listed herein. Please see the reverse side of this notice for further instructions regarding this contract.

By: _____

Susan R. Monaco, CPPB
Senior Buyer, FCG&PS Procurement

INSTRUCTIONS

1. Orders: All FCG&PS Using Departments must order services listed by issuing FCG&PS Purchase Orders per FCG&PS Procurement Procedures Manual. An exception to this shall be the use of the pre-approved utilities voucher by the Contract Administrator only. An extra copy of the Procedures Manual can be obtained by calling Procurement at (540) 428-8717 or 8720.
2. The applicable contract number, vendor number, estimated total dollar amount (can be done as a "Not to exceed" estimated figure), contact person with phone number, and billing/delivery address must be shown on each purchase order for Finance & Contractor use.
3. Inspection on delivery and approval of contractor's invoice is the responsibility of the receiving using department.
4. Any complaint as to quality of goods or services, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to FCG&PS Procurement for handling with the Contractor. All complaints must be submitted in writing and can be forwarded to Procurement via fax or courier.
5. Renewals: As stated on the face of this notice, two (2) one-year terms remain on this contract. The decision as to whether to exercise the renewal option will be made by the contract officer, with input requested from the using departments, approximately sixty days in advance of the expiration date of the current term.
6. Fuel Price: Total selling price is calculated using the base purchase price per gallon plus the *firm, fixed net differential price of \$.13/gallon*. Base purchase price will fluctuate with the weekly posting of the Opus Average out of the Fairfax Terminal, as stated in the original bid documents.
7. Price Adjustments: Changes to the net differential portion of the total selling price will be negotiated only at the time of renewal. All price increases must be approved by the contract officer. Contract users will be sent notification of contract change from the Procurement office as official notification of such changes, if approved.

Contract #43-01smc, # 2 Heating Oil
Metropolitan Washington Council of Governments
Rider Clause

USE OF CONTRACT (S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In the pricing section of the contract:

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES NO JURISDICTION

YES NO JURISDICTION

<u> </u> <u>X</u> Alexandria, Virginia	<u> </u> <u>X</u> Metropolitan Washington Airports Authority
<u> </u> <u>X</u> Alexandria Public Schools	<u> </u> <u>X</u> Metropolitan Washington Council of Governments
<u> </u> <u>X</u> Arlington County, Virginia	<u> </u> <u>X</u> Montgomery College
<u> </u> <u>X</u> Arlington County Public Schools	<u> </u> <u>X</u> Montgomery County, Maryland
<u> </u> <u>X</u> Bowie, Maryland	<u> </u> <u>X</u> Montgomery County Public Schools
<u> </u> <u>X</u> College Park, Maryland	<u> </u> <u>X</u> Prince George's County, Maryland
<u> </u> <u>X</u> Culpeper County, Virginia	<u> </u> <u>X</u> Prince George's Public Schools
<u> </u> <u>X</u> District of Columbia	<u> </u> <u>X</u> Prince William County, Virginia
<u> </u> <u>X</u> District of Columbia Public Schools	<u> </u> <u>X</u> Prince William County Public Schools
<u> </u> <u>X</u> District of Columbia Water & Sewer	<u> </u> <u>X</u> Prince William County Authority County Service Authority
<u> </u> <u>X</u> Fairfax, Virginia	<u> </u> <u>X</u> Rockville, Maryland
<u> </u> <u>X</u> Fairfax County, Virginia	<u> </u> <u>X</u> Stafford County, Virginia
<u> </u> <u>X</u> Fairfax County Water Authority	<u> </u> <u>X</u> Takoma Park, Maryland
<u> </u> <u>X</u> Falls Church, Virginia	<u> </u> <u>X</u> Vienna, Virginia
<u> </u> <u>X</u> Frederick County, Maryland	<u> </u> <u>X</u> Washington Metropolitan Area Transit Authority
<u> </u> <u>X</u> Frederick County Public Schools	<u> </u> <u> </u> Washington Suburban Sanitary Commission
<u> </u> <u>X</u> Gaithersburg, Maryland	
<u> </u> <u>X</u> Greenbelt, Maryland	
<u> </u> <u>X</u> Herndon, Virginia	
<u> </u> <u>X</u> Loudoun County, Virginia	
<u> </u> <u>X</u> Manassas, Virginia	
<u> </u> <u>X</u> Maryland-National Capital Park & Planning Comm.	

Morgan Oil Corporation
CONTRACTOR NAME